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7
8 UNITED STATES DISTRICT COURT
9 DISTRICT OF NEVADA

10 * * * * *

11 LAURA CONKLIN, an individual,

12 Plaintiff,

CASE NO.: 3:18-cv-00260-MMD-CBC

13 vs.

14 CITY OF RENO, a municipality; City of
15 Reno *ex. rel* its Department of Police, a
municipality; DAVE EVANS an individual;
16 SCOTT SHAW, an individual; and DOES 1-
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STIPULATED PROTECTIVE ORDER

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18 Defendants. /

19 Subject to the approval of this Court, the parties to this action hereby agree and
20 stipulate to the entry of a protective order as follows:

21 1. Discovery activity in this action is likely to involve production of
22 confidential, proprietary, or private information for which special protection from public
23 disclosure and from use for any purpose other than prosecuting this litigation may be
24 warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the
25 following Stipulated Protective Order. The parties acknowledge that this Order does not
26 confer blanket protections on all disclosures or responses to discovery and that the
27 protection it affords from public disclosure and use extends only to the limited information

1 or items that are entitled to confidential treatment under applicable legal principles.

2 2. Any party or non-party may designate as "confidential" (by stamping the
3 relevant page or other otherwise set forth herein) any document or response to discovery
4 which that party or non-party considers in good faith to contain information involving trade
5 secrets, or confidential personnel, business or financial information, subject to protection
6 under the Federal Rules of Civil Procedure or Nevada law ("Confidential Information")
7 including, but not limited to, internal affairs records, disciplinary and performance records,
8 personal health information, and other sensitive information. The City of Reno as an
9 employer has a recognized interest in non-disclosure of such documentation, and the parties
10 would object to its disclosure or seek a protective order in connection with it, were it not
11 protected by this stipulation and Order. Where a document or response consists of more
12 than one page, the first page and each page on which Confidential Information appears
13 shall be so designated.

14 3. A party or non-party may designate information disclosed during a
15 deposition or in response to written discovery as "confidential" by so indicating in said
16 response or on the record at the deposition and requesting the preparation of a separate
17 transcript of such material. Additionally a party or non-party may designate in writing,
18 within twenty (20) days after receipt of said responses or of the deposition transcript for
19 which the designation is proposed, that specific pages of the transcript and/or specific
20 responses be treated as "confidential" information. Any other party may object to such
21 proposal, in writing or on the record. Upon such objection, the parties shall follow the
22 procedures described in paragraph 9 below. After any designation made according to the
23 procedure set forth in this paragraph, the designated documents or information shall be
24 treated according to the designation until the matter is resolved according to the procedures
25 described in paragraph 9 below, and counsel for all parties shall be responsible for making
26 all previously unmarked copies of the designated material in their possession or control
27 with the specified designation.

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1 4. All information produced or exchanged in the course of this case (other
2 than information that is publicly available) shall be used by the party or parties to whom
3 the information is produced solely for the purpose of this case.

4 5. Except with the prior written consent of other parties, or upon prior order
5 of this Court obtained upon notice to opposing counsel, Confidential Information shall not
6 be disclosed to any person other than:

7 (a) counsel for the respective parties to this litigation, including in-house counsel
8 and co-counsel retained for this litigation;

9 (b) employees of such counsel;

10 (c) individual defendants, any officer or employee of a party, to the extent deemed
11 necessary by Counsel for the prosecution or defense of this litigation;

12 (d) experts or consultants (together with their clerical staff) retained by such
13 counsel to assist in the prosecution, defense, or settlement of this action, provided that each
14 such person shall execute a certification substantially conforming to the following:

15 (i) CERTIFICATION: I hereby certify my understanding that
16 Confidential Information is being provided to me pursuant to the terms and
17 restrictions of the Protective Order dated _____, in Conklin v.
18 City of Reno, *et al.*, Case No. 3:18-cv-00260. I have been given a copy of that
19 Order and read it. I agree to be bound by the Order. I will not reveal the
20 Confidential Information to anyone, except as allowed by the Order. I will
21 maintain all such Confidential Information – including copies, notes, or other
22 transcriptions made therefrom – in a secure manner to prevent unauthorized
23 access to it. No later than thirty (30) days after the conclusion of this action, I
24 will return the Confidential Information -- including copies, notes or other
25 transcriptions made therefrom – to the counsel who provided me with the
26 Confidential Information. I hereby consent to the jurisdiction of the United
27 States District Court for the purpose of enforcing the Protective Order;

1 (e) any authors or recipients of the Confidential Information;
2 (f) the Court, Court personnel, and court reporters; and
3 (g) witnesses (other than persons described in paragraph 5(e)). A witness shall
4 sign a Certification conforming to the terms of paragraph 5(d)(i) before being shown a
5 confidential document. Confidential Information may be disclosed to a witness who will
6 not sign the Certification only in a deposition at which the party who designated the
7 Confidential Information is represented or has been given notice that Confidential
8 Information shall be designated "Confidential" pursuant to paragraph 3 above. Witnesses
9 shown Confidential Information shall not be allowed to retain copies.

10 6. Any persons receiving Confidential Information shall not reveal or discuss
11 such information to or with any person who is not entitled to receive such information,
12 except as set forth herein.

13 7. Unless otherwise permitted by statute, rule or prior court order, papers
14 filed with the court under seal shall be accompanied by a contemporaneous motion for
15 leave to file those documents under seal, and shall be filed consistent with the court's
16 electronic filing procedures in accordance with Local Rule IA 10-5. Notwithstanding any
17 agreement among the parties, the party seeking to file a paper under seal bears the burden
18 of overcoming the presumption in favor of public access to papers filed in court. *Kamakana*
19 *v. City and County of Honolulu*, 447 F.2d 1172 (9th Cir. 2006); *See also, Center for Auto*
20 *Safety v. Chrysler Group, LLC*, 809 F.3d 1092, 1097 (9th Cir. 2016).

21 8. A party may designate as "Confidential" documents or discovery materials
22 produced by a non-party by providing written notice to all parties of the relevant document
23 numbers or other identification within thirty (30) days after receiving such documents or
24 discovery materials. Any party or non-party may voluntarily disclose to others without
25 restriction any information designated by that party or non-party as confidential, although a
26 document may lose its confidential status if it is made public.

27 9. If a party contends that any material is not entitled to confidential
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1 treatment, such party may at any time give written notice to the party or non-party who
2 designated the material. The party or non-party who designated the material shall have
3 twenty-five (25) days from the receipt of such written notice to apply to the Court for an
4 order designating the material as confidential. The party or non-party seeking the order has
5 the burden of establishing that the document is entitled to protection.

6 10. Notwithstanding any challenge to the designation of material as
7 Confidential Information, all documents shall be treated as such and shall be subject to the
8 provisions hereof unless and until one of the following occurs:

9 (a) the party or non-party claims that the material is Confidential Information
10 withdraws such designation in writing; or

11 (b) the party or non-party who claims that the material is Confidential Information
12 fails to apply to the Court for an order designating the material confidential within the time
13 period specified above after receipt of a written challenge to such designation; or

14 (c) the Court rules the material is not confidential.

15 11. All provisions of this Order restricting the communication or use of
16 Confidential Information shall continue to be binding after the conclusion of this action,
17 unless otherwise agreed or ordered. Upon conclusion of the litigation, a party in the
18 possession of Confidential Information, other than that which is contained in pleadings,
19 correspondence, and deposition transcripts, shall either (a) return such documents no later
20 than thirty (30) days after conclusion of this action to counsel for the party or non-party
21 who provided such information, or (b) destroy such documents within the time period upon
22 consent of the party who provided the information and certify in writing within thirty (30)
23 days that the documents have been destroyed.

24 12. The terms of this Order do not preclude, limit, restrict, or otherwise apply
25 to the use of documents at trial.

26 13. Nothing herein shall be deemed to waive any applicable privilege or work
27 product protection, or to affect the ability of a party to seek relief for an inadvertent
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1 disclosure of material protected by privilege or work product protection.

2 14. Any witness or other person, firm or entity from which discovery is
3 sought may be informed of and may obtain the protection of this Order by written advice to
4 the parties' respective counsel or by oral advice at the time of any deposition or similar
5 proceeding.

6 **SO STIPULATED:**

7 Dated: December 4, 2018

Dated: December 4, 2018

9
10 /s/ Jason D. Guinasso

HUTCHISON & STEFFEN, PLLC

11 Jason D. Guinasso, Esq.

12 Attorney for Plaintiff Laura Conklin

/s/ Mark W. Dunagan, Esq.

KARL S. HALL, RENO CITY ATTORNEY

Mark W. Dunagan, Esq., Deputy City Attorney

Attorneys for Defendant City of Reno, Scott
Shaw and David Evans

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15 **ORDER**

16 The matter of this Stipulated Protective Order having come before this Court by
17 stipulation of the parties and for good cause appearing,

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19 **IT IS SO ORDERED.**

20 Dated: 12/12/18, 2018



United States Magistrate Judge